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8 **UNITED STATES DISTRICT COURT**

9 **NORTHERN DISTRICT OF CALIFORNIA – SAN FRANCISCO DIVISION**

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11 TOSHIBA JOHNSON, on behalf of herself
12 and all others similarly situated, and on behalf
13 of the general public, and as an "aggrieved
Attorneys General Act of 2004,

14 Plaintiffs,

15 vs.

16 THE GOODYEAR TIRE & RUBBER
17 COMPANY, an Ohio corporation, and DOES
1 through 10, inclusive,

18 Defendants.
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CASE NO.: 3:13-cv-01069-MMC

CLASS ACTION

**[PROPOSED] FINAL ORDER APPROVING
CLASS ACTION SETTLEMENT AND
JUDGMENT**

DATE: March 21, 2014

TIME: 9:00 a.m.

COURTROOM: 7 – 19th Floor

JUDGE: Hon. Maxine M. Chesney

1 The Court conducted a hearing regarding Plaintiff's Unopposed Motion for Final Approval
2 of Class Action Settlement and Plaintiff's Unopposed Application for Approval of Attorneys' Fees
3 and Costs, Class Representative's Service Payment, and Settlement Administration Expenses on
4 March 21, 2014, at 9:00 a.m., the Honorable Maxine M. Chesney presiding. The proposed
5 settlement in this case was preliminarily approved by this Court on November 26, 2013. Pursuant
6 to the Court's Preliminary Approval Order and the Notice provided to the Class, the Court
7 conducted a final fairness hearing as required by Federal Rule of Civil Procedure 23(e).

8 The parties appeared by and through their respective counsel of record.

9 The Court, having read and considered the papers and the arguments of counsel, the
10 response of the Class Members to the Joint Stipulation of Settlement and Release (hereafter, the
11 "Settlement Agreement"), and the evidence and law, and good cause appearing therefor, GRANTS
12 Plaintiff's Unopposed Motion for Final Approval of Class Action Settlement and Plaintiff's
13 Unopposed Application for Approval of Attorneys' Fees and Costs, Class Representative's Service
14 Payment and General Release Payment, and Settlement Administration Expenses in its entirety and
15 rules as follows.

16 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

17 1. Except as otherwise specified herein, the Settlement Agreement and all definitions
18 set forth therein are hereby incorporated with and made part of this Final Order Approving Class
19 Action Settlement and Judgment ("Final Order and Judgment").

20 2. As used herein, the terms "Class" and "Settlement Class Member" shall be defined
21 as "all current and former non-exempt employees of The Goodyear Tire & Rubber Company
22 employed within the State of California from January 11, 2012 through and including February 28,
23 2013." No class members have opted out of the settlement.

24 3. This Court has jurisdiction over the subject matter of this Action and all parties to
25 this Action, including the Settlement Class Members, as defined in this Order. Specifically, this
26 Court has subject matter jurisdiction over this Action pursuant to 28 U.S.C. § 1332.

27 4. The Settlement Agreement previously filed in this action, and the terms set forth
28 therein, are hereby found and determined to be fair, reasonable, and adequate to the Class when

1 balanced against the probable outcome of extensive and costly litigation. *Staton v. Boeing*, 327
2 F.3d 938, 960 (9th Cir. 2003). Substantial discovery, investigation, and research have been
3 conducted such that the Parties' respective counsel at this time are reasonably able to evaluate their
4 respective positions. It appears to the Court that settlement will avoid substantial additional costs
5 by all parties, as well as the delay and risk that would be presented by further prosecution of this
6 action. The Court finds that the settlement that has been reached as the result of intensive,
7 noncollusive, arm's-length negotiations, thorough factual and legal investigation, and the good faith
8 exchange of information and documents. In granting final approval of the Settlement Agreement,
9 the Court considered the nature of the claims, the amounts and kinds of benefits paid in settlement,
10 the allocation of the settlement proceeds to the Settlement Class Members, and the fact that the
11 settlement represents a compromise of the Parties' respective positions rather than the result of a
12 finding of liability at trial. The Court further finds that the response of the Class to the Settlement
13 Agreement supports final approval, as no Settlement Class Member objects to the Settlement
14 Agreement, and thus the Settlement Agreement is hereby approved and ordered to be performed by
15 all parties.

16 4. The Court finds that the form, manner and content of the Class Notice, as attached to
17 the Court's Order Granting Preliminary Approval of Class Action Settlement, Conditionally
18 Certifying a Settlement Class, Approving Form of Notice to the Class and Setting Hearing on Final
19 Approval of Settlement, provided a means of notice reasonably calculated to apprise the Settlement
20 Class Members of the pendency of the action and the proposed settlement, and thereby met the
21 requirements of Rule 23(c)(2) of the Federal Rules of Civil Procedure, as well as due process under
22 the United States Constitution and any other applicable law, and constituted due and sufficient
23 notice to all Settlement Class Members entitled thereto. Specifically, individual notice was
24 provided by regular mail to all Settlement Class Members at their last known mailing address on
25 file with Defendant, or an updated address obtained by the Claims Administrator. The Claims
26 Administrator took reasonable steps to provide the Notice of Settlement and Claim Form to
27 Settlement Class Members when it learned that the address to which those documents were mailed
28 was no longer accurate. These documents informed Settlement Class Members of the terms of the

1 Settlement Agreement, their right to claim a share of the settlement proceeds and the procedure
2 therefor, their right to object to the Settlement or to opt out of the Settlement and pursue their own
3 remedies, and their right to appear in person or by counsel at the Final Approval Hearing and be
4 heard regarding the final approval of the Settlement. Notice was provided with ample time for the
5 Settlement Class Members to follow these procedures.

6 5. This Final Order and Judgment applies to all claims or causes of action settled under
7 the terms of the Settlement Agreement, and shall be fully binding with respect to all Settlement
8 Class Members. Upon entry of this Order, Class Representative and Plaintiff Toshiba Johnson and
9 all Settlement Class Members are hereby barred and permanently enjoined from asserting,
10 instituting, or prosecuting, either directly or indirectly, any and all claims released pursuant to and
11 to the extent provided in the Settlement Agreement. All of the Settlement Class Member Released
12 Claims shall be conclusively deemed released and discharged as to Defendant as provided in the
13 Settlement Agreement. All Settlement Class Members shall be bound by this release whether or not
14 they have submitted a Claim Form necessary to receive payment of their allocated settlement
15 amount.

16 6. The Settlement is not an admission by Defendant nor is this Final Order a finding of
17 the validity of any claim in the lawsuit or any wrongdoing by Defendant. Furthermore, the
18 Settlement will not be (i) construed as, offered or admitted in evidence as, received as, or deemed to
19 be evidence for any purpose adverse to Defendant, including, but not limited to, evidence of a
20 presumption, concession, indication or admission by Defendant of any liability, fault, wrongdoing,
21 omission, concession or damage; nor (ii) disclosed, referred to or offered in evidence against
22 Defendant, in any further proceeding in the lawsuit, or any other civil, criminal or administrative
23 action or proceeding except for purposes of effecting the Settlement. However, the Settlement may
24 be admitted in evidence and otherwise used in any and all proceedings to enforce any or all terms of
25 the Settlement, or to support a defense by the Released Parties of res judicata, collateral estoppel,
26 release, waiver, good faith settlement, judgment bar or reduction, and any other applicable defenses.

27 7. The Claims Administrator shall conduct the administration of the settlement
28 payments as provided in the Settlement Agreement. The Claims Administrator shall disburse

1 attorneys' fees and costs to the Class Counsel from the Maximum Settlement Amount as ordered by
2 the Court. The Claims Administrator shall prepare and issue all disbursements of the Net
3 Settlement Amount to Qualified Claimants.

4 8. The Court finds that Gaines & Gaines, APLC is qualified to represent the Settlement
5 Class and confirms their appointment as Class Counsel. The Court hereby grants Class Counsel's
6 request for an award of \$105,000 in attorneys' fees and up to \$10,000 in costs, to be paid from the
7 Maximum Settlement Amount. The Court finds that the amount of this award is fair and reasonable
8 in light of the time and efforts expended by Class Counsel in prosecuting this Action and work
9 performed which benefitted the Class. Importantly, there were no objections to the requested fee
10 and costs award from any member of the Class.

11 9. The Court finds and determines that the payment of \$500 to the California Labor and
12 Workforce Development Agency ("LWDA") in settlement of the LWDA's share of the penalties
13 alleged by Plaintiff and compromised under the settlement is fair and reasonable. The Court hereby
14 gives final approval to and orders that the payment of that amount be made to the LWDA out of the
15 Maximum Settlement Amount in accordance with the terms of the Settlement.

16 10. The Court finds that it is appropriate for the Class Representative Toshiba Johnson to
17 be paid \$1,000 as a Service Enhancement Payment in recognition of her contribution to this
18 litigation and service to the Class. This payment shall be paid from the Maximum Settlement
19 Amount, as detailed in the Settlement Agreement.

20 11. The Court approves the payment of settlement administration expenses to Simpluris,
21 Inc. in the total amount of \$12,500. This payment shall be made from the Maximum Settlement
22 Amount.

23 12. Without affecting the finality of this Final Order and Judgment in any way, the Court
24 hereby retains continuing jurisdiction over the Parties for the purpose of construing, enforcing and
25 administering this Final Order and Judgment and the terms of the Settlement Agreement.

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1 13. The Court hereby enters Judgment approving the terms of the Settlement. This
2 document shall constitute a final judgment for purposes of Federal Rule of Civil Procedure, Rule
3 58.

4 **IT IS SO ORDERED.**

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6 Dated: March 21, 2014


The Honorable Maxine M. Chesley
United States Senior District Court Judge